

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ADOBE SYSTEMS INCORPORATED,

Plaintiff,

vs.

JOSHUA CHRISTENSON, *et al.*,

Defendants.

AND RELATED CLAIMS.

Case No. 2:10-cv-00422-LRH-GWF

ORDER

Motion to Preclude (#127)

This matter is before the Court on Defendants' Motion to Preclude Adobe's or SIIA's Use of or Reliance on Contracts, Licenses or Agreements (#127), filed April 22, 2011; Declaration of Lisa A. Rasmussen in Support of Defendants' Motion to Preclude Adobe's or SIIA's Use of or Reliance on Contracts, Licenses or Agreements #127 (#128), filed April 22, 2011; Plaintiff's Opposition to Defendants' Motion for Leave to Preclude Adobe's or SIIA's Use or Reliance on Contracts, Licenses or Agreements (#134), filed May 9, 2011; Defendants' Reply in Response to Plaintiff's Opposition to Defendants' Motion for Leave to Preclude Adobe's or SIIA's Use or Reliance on Contracts, Licenses or Agreements #134 (#137), filed May 19, 2011.

The Court conducted a hearing on this matter on May 26, 2011. For the reasons discussed at the May 26th hearing,

IT IS HEREBY ORDERED that Defendants' Motion to Preclude Adobe's or SIIA's Use of or Reliance on Contracts, Licenses or Agreements (#127) is **granted**. Plaintiff Adobe Systems Incorporated is precluded from using or introducing license agreements in support of its motion for summary judgment or at trial because Plaintiff failed to identify contracts or license agreements in

1 its Rule 26(a) disclosures. Plaintiff is not, however, precluded from using contracts, license
2 agreements or other documents produced by Defendants in Defendants' disclosures or responses to
3 discovery requests.

4 DATED this 31st day of May, 2011.

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7 **GEORGE FOLEY, JR.**
8 **U.S. MAGISTRATE JUDGE**
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